

**IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT,
IN AND FOR SAINT LUCIE COUNTY,
FLORIDA**

**GERALD R. PUMPHREY, as Personal
Representative of the ESTATE OF TRYSTEN
ELI FRANK ADAMS,**

CASE NO.: 2016-CA-001406

Plaintiff,

v.

**FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES, DEVEREUX COMMUNITY
BASED CARE, INC., CAMELOT
COMMUNITY BASED CARE, INC., UNITED FOR
FAMILIES and HIBISCUS CHILDREN'S
CENTER, INC.,**

Defendants.

**DEFENDANT'S, HIBISCUS CHILDREN'S CENTER, INC.,
MOTION FOR SUMMARY JUDGMENT and INCORPORATED MEMORANDUM OF
LAW IN SUPPORT THEREOF**

COMES NOW, DEFENDANT, HIBISCUS CHILDREN'S CENTER, INC., (hereinafter referred to as "HIBISCUS"), by and through its undersigned counsel, pursuant to Rule 1.510 of the Florida Rules of Civil Procedure, and files this Motion for Summary Judgment and Incorporated Memorandum of Law in Support Thereof, and states:

MOTION FOR SUMMARY JUDGMENT

1. HIBISCUS is entitled to summary judgment in its favor as, on the face of the Fifth Amended Complaint, the Plaintiff's claims against HIBISCUS are barred by the applicable statute of limitations.

2. Pursuant to the Fifth Amended Complaint, Trysten Eli Frank Adams died on September 28, 2014. (See 5th Amended Complaint at para. 13).

3. Plaintiff filed his Complaint on August 1, 2016. [That Complaint did not identify HIBISCUS as a Defendant.]

4. The two (2) year Wrongful Death statute of limitations expired on September 28, 2016.

5. Plaintiff did not move to amend his Complaint to add HIBISCUS as a party defendant until on or about January 25, 2017, pursuant to Plaintiff's "Amended Motion to Leave to File [Third] Amended Complaint".

6. This Court granted Plaintiff's "Amended Motion for Leave to File [Third] Amended Complaint" on February 22, 2017.

7. Plaintiff then filed another Motion to Amend on February 23, 2017, to which he attached a proposed Fourth Amended Complaint.

8. This Court granted that Motion to Amend on February 23, 2017.

9. HIBISCUS was served with the Fourth Amended Complaint on March 28, 2017.

10. HIBISCUS filed its Motion to Dismiss Plaintiff's Fourth Amended Complaint on May 1, 2017, in which HIBISCUS raised the fact that any claims against HIBISCUS were barred by the Wrongful Death statute of limitations. (See Hibiscus Motion to Dismiss Fourth Amended Complaint at page 1.)

11. This Court entered its Agreed Order on Plaintiff's Motion to Amend Complaint on June 21, 2017.

12. HIBISCUS filed its Answer and Affirmative Defenses to Plaintiff's Fifth Amended Complaint on July 12, 2017 and raised, as its First, Eleventh, Twelfth, and Thirteenth Affirmative Defenses, the bases for entry of Summary Judgment in favor of HIBISCUS.

13. HIBISCUS is entitled to Summary Judgment in its favor in this action pursuant to Section 95.11(4)(d), Fla. Stat. and Florida case law interpreting same.

MEMORANDUM OF LAW

A. SECTION 95.11(4)(d), FLA. STAT. and RULE 1.190, Fla.R.CIV. P.

14. Rule 1.190, Florida Rules of Civil Procedure, reads in pertinent part:

(a) Amendments. ... [If a responsive pleading has been served], a party may amend a pleading only by leave of court or by written consent of the adverse party... Leave of court shall be given freely when justice so requires.

(c) Relation Back of Amendments. When the claim or defense asserted in the amended pleading arose out of the conduct, transaction, or occurrence set forth in the original pleading, the amendment shall relate back to the date of the original pleading.

(e) Amendments Generally. At any time in furtherance of justice, upon such terms as may be just, the court may permit any process, proceeding, pleading, or record to be amended or material supplemental matter to be set forth in an amended or supplemental pleading. At every stage of the action the court must disregard any error or defect in the proceedings which does not affect the substantial rights of the parties. (emphasis added).

15. Section 95.11, Florida Statutes, reads in pertinent part:

Actions other than for recovery of real property shall be commenced as follows:

...

(4) Within two years.—

...

(d) An action for wrongful death.

B. STANDARD FOR SUMMARY JUDGMENT

16. Summary judgment relief should be granted when no genuine issue exists as to any material fact and the moving party is entitled to a judgment as a matter of law. Fla. R. Civ.

P. 1.510(c). When facts are essentially undisputed, the legal effect of evidence is a question of law. *Town of Palm Beach v. Palm Beach Cty.*, 480 So. 2d 879 (Fla. 1984). Summary judgment is proper when there is no genuine issue as to any material fact or different reasonable inferences which may be drawn from those material facts. Fla. R. Civ. P. 1.510(c); *Taylor vs. Kenco Chem. & Mfg. Corp.*, 465 So. 2d. 581 (Fla. 1st DCA 1985).

17. For the purposes of summary judgment, a "material fact" is a fact essential to resolving the legal questions raised in a case. *State of Florida Dept. of Environmental Regulation v. C. P. Developers, Inc.*, 512 So. 2d 258 (Fla. 1st DCA 1987). An issue of fact is "material" if it is a legal element of the claim, as identified by substantive law governing the case, and when its presence or absence might affect the outcome of the case. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

C. LITIGATION TIMELINE BASED IN PART UPON DOCKET REVIEW

18. Plaintiff filed his Complaint on August 1, 2016, naming the Florida Department of Children and Families (DCF), The Devereux Foundation, Inc., and Devereux Community Based Care, Inc., as the only defendants. Plaintiff then amended that Complaint, without leave, as authorized by Rule 1.190(a), Florida Rules of Civil Procedure, and filed his First Amended Complaint on August 25, 2016. (Only those same three (3) defendants were named in the First Amended Complaint.)

19. Plaintiff then filed his (First) Motion to Amend Complaint [with an attached proposed Second Amended Complaint] on September 15, 2016, seeking to correct the date that Trysten Eli Frank Adams was placed into the foster home of Michael and Michelle Beer, to July

29, 2014.¹ Plaintiff did not seek to add any parties pursuant to this (First) Motion to Amend, but had already voluntarily dismissed, without prejudice, The Devereux Foundation, Inc., on September 15, 2016, pursuant to a Stipulation to Dismissal without Prejudice. This Court entered its "Agreed Order on Plaintiffs (sic) Motion to Amend Complaint" on September 15, 2016. Accordingly, the only two (2) defendants named in the Second Amended Complaint were: DCF and Devereux Community Based Care, Inc.

20. On December 15, 2016 (2 1/2 months after the passage of the statute of limitations as to HIBISCUS), Plaintiff filed his "(Second) Motion for Leave to File an Amended Complaint". To that "(Second) Motion to Amend", Plaintiff attached a proposed Third Amended Complaint, which did not include any claims against HIBISCUS, though Plaintiff references in his motion Co-Defendant, Devereux CBC's, First Affirmative Defense filed on September 30, 2016, which asserted "Michael and Michelle Beer... Hibiscus Children's Center, United for Families, Inc., and Camelot Community Care" as potential *Fabre* defendants. (See "[Second] Motion for Leave to File an Amended Complaint" at pg. 2). That December 15, 2016 Motion to Amend was never ruled-upon.

21. On January 25, 2017, Plaintiff filed his "Amended Motion for Leave to File an Amended Complaint" (which would have been his third motion to amend), which again attached a proposed Third Amended Complaint (which proposed Third Amended Complaint, this time, included counts against HIBISCUS CHILDREN'S CENTER). In Plaintiff's "Amended Motion for Leave to File an Amended Complaint", Plaintiff sought to explain his failure to bring this action against HIBISCUS within the applicable statute of limitations and sought to assert that the "relation back" doctrine applies to resolve his error.

¹ The original Complaint identified the date of placement into the foster home of Michael and Michelle Beer as December 24, 2015.

22. This Court entered its "Agreed Order on Plaintiff's Motion to Amend Complaint" on February 22, 2017. No service of that Third Amended Complaint occurred.

23. The Plaintiff then filed his (fourth) Motion to Amend Complaint on February 23, 2017 which attached the proposed Fourth Amended Complaint which "fixed" the scrivener's error in the spelling of "HIBISCUS CHILDREN'S CENTER, INC." which previously appeared in the Plaintiff's Third Amended Complaint.

24. It is this Fourth Amended Complaint, first filed with the Court as an attached (second version of the) Third Amended Complaint (on January 25, 2017), which contains the operative allegations against HIBISCUS and which was served on HIBISCUS on March 28, 2017.

25. In response to three (3) Motions to Dismiss the Fourth Amended Complaint², Plaintiff filed his (fifth) Motion to Amend Complaint on May 8, 2017 and attached a proposed Fifth Amended Complaint, which was granted pursuant to this Honorable Court's entry of the Agreed Order on Plaintiff's Motion to Amend Complaint, on June 21, 2017.

26. Paragraphs 15 through 19 of the Fifth Amended Complaint attempt, unsuccessfully, to explain-away the Plaintiff's failure to comply with the applicable statute of limitations.

27. HIBISCUS filed its Answer and Affirmative Defenses to the Fifth Amended Complaint on July 12, 2017.

28. Within its First, Eleventh, Twelfth and Thirteenth Affirmative Defenses, HIBISCUS asserted the bases for its entitlement to Summary Judgment in its favor on the issue of Plaintiff's failure to comply with the provisions of Section 95.11(4)(d), Fla. Stat.

² The Motions to Dismiss were filed by: Defendant DCF (3/6/17), Defendant Camelot (3/21/17), and Defendant Hibiscus (5/1/17)

**D. THE DOCTRINE OF RELATION BACK IS INAPPLICABLE
AS TO THE ADDITION OF A NEW PARTY**

29. An amended complaint is deemed to have been filed on the date the motion for leave to amend is filed, which, as to HIBISCUS, was on January 25, 2017, which is almost four (4) months after the expiration of the two (2) year statute of limitations, ie. almost four (4) months after September 28, 2016. *See Totura & Co., Inc. v. Williams*, 754 So. 2d 671, 679-80 (Fla. 2000).

30. Plaintiff's arguments that the Florida Rules of Civil Procedure allow for "relation-back" of the allegations (first made against HIBISCUS on January 25, 2017) back to a date prior to the expiration of the two (2) year statute of limitations on September 28, 2016, is not supported by the Florida Rules of Civil Procedure, nor Florida case law.

31. Plaintiff's reliance on *Caduceus Props., LLC v. Graney*, 137 So. 3d 987 (Fla. 2014) is misplaced. *Caduceus*, and all of the other cases cited by the Plaintiff in his January 25, 2017 "Amended Motion for Leave to File an Amended Complaint", (which HIBISCUS assumes Plaintiff is still relying upon as the basis to assert paragraphs 15 through 19 of his Fifth Amended Complaint) do not apply when the amendment would prejudice or disadvantage the opposing party. *Id.* at 987. Further, *Cadeceus* also recognizes that, although the relation-back doctrine is liberally construed and applied, the doctrine, generally, does not apply when the amendment seeks to bring in an entirely new party defendant after the statute of limitations period has already expired. *Id.* at 993, 994. In *Cadeceus*, the party sought to be brought-in as a defendant had already been named as a third-party defendant. That situation is not present in the case at bar. The *Cadeceus* court reaffirmed the precedent that the relation back doctrine does not apply when an amendment seeks to add a completely new party to a proceeding. *Id.* at 993-994. *See also Louis v. South Broward Hospital District*, 353 So.2d 562 (Fla. 4th DCA 1977) (relation

back is inapplicable where effect is to bring in new parties); *Garrido v. Markus, Winter and Spitale Law Firm*, 358 So.2d 577 (Fla. 3d DCA 1978) (relation back applies only where there has been a misnomer); *Johnson v. Taylor Rental Center, Inc.*, 458 So.2d 845 (Fla. 2d DCA 1984) (relation back permits correction of misnomers, but not addition of new parties); *Lindsey v. H.H. Raulerson Jr. Memorial Hosp.*, 505 So.2d 577 (Fla. 4th DCA 1987) (relation back permits correction of incorrectly described party, but not addition of new parties).

32. As such, Rule 1.190, Fla. R. Civ. P., does not allow for the "relation back" of Plaintiff's claims against HIBISCUS, first alleged after the expiration of applicable two (2) year statute of limitations.

E. HIBISCUS DOES NOT HAVE AN "IDENTITY OF INTEREST" WITH ANY OTHER DEFENDANT IN THIS ACTION

33. In his Fifth Amended Complaint, Plaintiff alleges, for the first time, that "...there is an identity of interest between CAMELOT, UNITED FOR FAMILIES and HIBISCUS and one or both of the original Defendants, DCF and DEVEREUX." (See Fifth Amended Complaint at para. 16).

34. Plaintiff has failed to state any basis supporting his allegation of such an "identity of interest" whatsoever, let alone a sufficient "identity of interest" which would permit HIBISCUS, a totally separate corporate entity than any of the other parties to this proceeding, to be added as a Defendant after the running of the statute of limitations. See *Michelin Reifenwerke, A.G. v. Roose*, 462 So. 2d 54 (Fla. 4th DCA 1984).

35. Pursuant to the decision in *Schwartz ex rel. Schwartz v. Wilt Chamberlain's of Boca Raton, Ltd.*, 725 So.2d 451, 453 (Fla. 4th DCA 1999):

“The ‘identity of interest’ is manifested in such circumstances as when the companies (1) operate out of a single office; (2) share a single telephone line; (3) have overlapping officers and directors; (4) share consolidated financial statements and registration statements; (5) share the same attorney; and (6) receive service of process through the same individual at the same location.” (*See Kozich v. Shahady*, 702 So.2d 1289 (Fla. 4th DCA 1997); and *Arch Specialty Ins. Co. v. Kibicki Draper, LLP*, 137 So.3d 487 (Fla. 4th DCA 2014).

36. Furthermore, mere connections and relations between defendants are not sufficient to establish an identity of interests. In *Gray v. Exec. Drywall, Inc.*, 520 So.2d 619, 620 (Fla. 2d DCA 1988), the Court concluded that an original defendant company and a different defendant company, added to the action after the statute of limitations had run, were separate entities without an identity of interest, ...

“...notwithstanding some common ownership of stock, common representation of each at the job site where the alleged personal injury occurred, each occupying the same office building (but in different offices), the fact that the same person signed the contracts of each to do work at the job site, the use of both corporations of a common attorney, and both corporations having the same insurance carrier.” *See Johnson v. Taylor Rental Center, Inc.*, 458 So.2d 845 (Fla. 2d DCA 1984).

37. In the case at bar, the extent of HIBISCUS’ dealings and relationships with any of the Defendants is that HIBISCUS is now engaged in a contractual business arrangement with Devereux to provide group homes, and HIBISCUS previously engaged in a contractual business arrangement with UNITED FOR FAMILIES, INC. to provide Foster Care Recruitment, Retention and Support. Accordingly, it is plainly evident that HIBISCUS does not have any "identity of interest" whatsoever with any of the other Defendants in this action. One company having a contractual relationship with another company does not render those companies to have any "identity of interest".

38. Attached hereto, incorporated herein, and identified as Exhibit "A", is an Affidavit by Paul D. Sexton, President/Chief Executive Officer of HIBISCUS, which sets-forth

the corporate ownership and general operations of HIBISCUS during Mr. Sexton's employment time period (September 27, 2015 to present), and confirms that there is no "identity of interest" between HIBISCUS and any of the other Defendants in this proceeding.

39. A similar Affidavit by Kathryn M. Garbowski, former Chief Administrative Officer of HIBISCUS (until September 27, 2015), which sets-forth the corporate ownership and general operations of HIBISCUS during Ms. Garbowski's employment time period, and confirms that there was no "identity of interest" between HIBISCUS and any of the other Defendants in this proceeding during her period of employment at HIBISCUS will be filed in the near future.

40. Pursuant to § 90.202(12), attached hereto, incorporated herein, and identified as composite Exhibit "B", are the respective Sunbiz Division of Corporations entity records for the Defendants: HIBISCUS (see B-1), CAMELOT (see B-2), UNITED FOR FAMILIES (see B-3), and DEVEREUX (see B-4), which confirm there is no "identity of interest" between HIBISCUS and any of the other Defendants in this proceeding.

41. Based upon said lack of "identity of interest", HIBISCUS is entitled to summary judgment as a matter of law.

F. DEFENDANTS HAVE NO OBLIGATION TO INFORM PLAINTIFFS OF THE EXISTENCE OF OTHER POTENTIAL DEFENDANTS

42. In his Fifth Amended Complaint, Plaintiff also alleges that CAMELOT, UNITED FOR FAMILIES, and HIBISCUS all had knowledge of the lawsuit and were aware that Plaintiff had failed to name all potential Defendants prior to the running of the statute of limitations. (See paras. 17 and 18). As to HIBISCUS, that statement is not correct. Until HIBISCUS was served process in this case, HIBISCUS had no knowledge whatsoever of this litigation. Attached hereto

and identified as Exhibit "C" is a copy of the Verified Answers to Plaintiff's First Interrogatories To Hibiscus Children's Center, Inc., said Notice of Service filed on December 6, 2017 and said Verified Responses served to: Plaintiff, Devereux and Camelot on or about December 6, 2017³. The responses to interrogatories numbered: 20, 21, 22 and 23 confirm that HIBISCUS was without knowledge about this litigation until it was served with process on March 27, 2017.

43. Even if Plaintiff's allegation that HIBISCUS was aware of the litigation was true, such foreknowledge is irrelevant to application of the relation back doctrine.

44. In *Gray*, the Court stated that a potential defendant has no obligation to advise a plaintiff who to sue, even if the potential defendant has knowledge of the litigation prior to the running of the statute of limitations and knew or should have known that the plaintiff could have added the potential defendant at such time without it suffering prejudice. *Id.* at 621. *See Lindsey* (relation back inapplicable even though newly added party had knowledge of original claim and complaint, and participated in pre-litigation correspondence); and *Russ v. Williams*, 159 So.3d 408 (Fla. 1st DCA 2015) (newly added defendant's awareness of original complaint prior to running of statute of limitations has no significance).

45. The Court in *Frankowitz v. Propst*, 489 So.2d 51, 52 (Fla. 4th DCA 1986), expounded on this concept:

“While... it is likely that [the newly added defendant] knew that his employer... and his co-practitioners were being sued... it cannot be said that [the newly added defendant] and his associates shared an ‘identity of interests’ or that the existing lawsuit afforded [the newly added defendant] ‘fair notice’ of the plaintiff’s claim against him.”

“The means of discovering the fact of [the newly added defendant’s] involvement were readily available to the plaintiffs through an examination of the hospital and

³ A copy of the Verified Responses of Hibiscus to Plaintiff's First Interrogatories was served on United For Families, Inc. on or about February 6, 2018.

medical records, and therefore, as a matter of law, their delay in examining the records did not postpone the running of the statute of limitations.”

46. In the case at bar, Plaintiff had two (2) years from September 24, 2014 to seek records through a public records request made to DCF, or through other means, in order to obtain the names of the corporate parties who were in any way involved in the provision of child welfare services in St. Lucie County in 2014⁴; and, those entities that were involved in the provision of foster care services to Trysten Eli Frank Adams prior to his death.

47. Further, Plaintiff could have made the decision to file his original Complaint much earlier than August 1, 2016 (approximately two (2) months before the statute of limitations expired).

48. Lastly, none of the Defendants mislead or attempted to conceal the prior involvement of HIBISCUS as an entity involved in the provision of child welfare services in St. Lucie County, Florida, and Plaintiff has made no allegation of same.

49. Accordingly, Plaintiff’s allegations that CAMELOT, UNITED FOR FAMILIES, and HIBISCUS all had knowledge of the lawsuit and were aware that Plaintiff had failed to name all potential Defendants prior to the running of the statute of limitations are irrelevant and entirely without merit as to the application of the "relation back" doctrine.

**G. THE "RELATION BACK" DOCTRINE IS INAPPLICABLE
BECAUSE IT WOULD PREJUDICE HIBISCUS**

50. In his Fifth Amended Complaint, Plaintiff alleges that HIBISCUS would “suffer no prejudice in being brought in to this lawsuit after the expiration of the statute of limitations.” (See para. 19). Plaintiff declined to offer any reasoning for this dubious and false assertion. HIBISCUS will undeniably be prejudiced if it is required to remain a

defendant in this litigation.

51. Under the "relation back" doctrine, a defendant added after the statute of limitations has run is deemed to have not been prejudiced only when it has a sufficient identity of interest with a defendant timely brought into the action. *See Russ; Gray; Schwartz; Kozich; and Michelin.*

52. It is clear that HIBISCUS would suffer tremendous prejudice if it is required to defend itself in a legal action for which the statute of limitations for any action against it expired four (4) months before leave of court was even sought to add it as a party, and approximately six (6) months prior to its being served with process.

53. Moreover, as set forth in detail *supra*, HIBISCUS has no identity of interest with any other Defendant in this action whatsoever. Plaintiff's allegation that HIBISCUS would suffer no prejudice in being brought into this lawsuit after the expiration of the statute of limitations is immaterial, as well as blatantly incorrect.

H. CONCLUSION

54. Plaintiff's attempt to sue HIBISCUS after the running of the applicable statute of limitations via the "relation back" doctrine is unsupported by the facts and fail to support his effort to circumvent the statute of limitations.

55. HIBISCUS is a brand new party, not an incorrectly identified or misnamed prior party.

56. HIBISCUS has no identity of interest with any other Defendant in this action.

⁴ The contract for HIBISCUS to provide Foster Care Recruitment, Retention and Support ended on October 31, 2013.

57. The Defendants have no obligation to apprise Plaintiff of the existence of any other potential Defendants.

58. And, HIBISCUS will suffer substantial prejudice by being brought into this action after the statute of limitations it is entitled to rely upon has run.

59. As such, HIBISCUS has presented sufficient admissible evidence in support of this Motion for Summary Judgment to substantiate the conclusion that there is no genuine issue as to any fact material to Plaintiff's claims against HIBISCUS, and that Plaintiff's claims of entitlement to bring this action against HIBISCUS are not based in fact and are therefore without merit. Accordingly, entry of summary judgment in favor of HIBISCUS, and against Plaintiff, is appropriate as to all claims brought against it by Plaintiff in this action.

WHEREFORE, HIBISCUS CHILDRENS CENTER, INC., respectfully requests that this Honorable Court grant this Motion for Summary Judgment, enter final summary judgment in favor of HIBISCUS, and grant any other relief this Court deems necessary and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of March, 2018, a true and correct copy of the foregoing Defendant's, HIBISCUS CHILDREN'S CENTER, INC., Motion for Summary Judgment and Incorporated Memorandum of Law in Support Thereof, was electronically filed with the St. Lucie County Clerk of the Courts by being transmitted through the E-Portal filing system and sent by e-mail delivery to: Dante Weston, Esq., Donaldson & Weston, P.A. (Counsel for Plaintiff), dweston@dwinjurylaw.com; akawecki@dwinjurylaw.com; Brett M. Waronick, Esq., Wiederhold, Moses, Kummerlen & Waronicki, P.A. (Co-Counsel for Plaintiff),

bwaronicki@wmrfls.com; jbarker@wmrfla.com; Anthony M. Iannacio, Esq., Bush, Gaziano, Rice & Platter, P.A. (Counsel for Devereux Community Based Care, Inc.), eserve@bgrplaw.com; tdomi@bgrplaw.com; Karen M. Nissen, Esq., Vernis & Bowling of Palm Beach, P.A., (Counsel for Florida Department of Children & Families), knissen@florida-law.com; sgonzalez@florida-law.com; Ishand@florida-law.com; and pbfiling@florida-law.com; Barbara W. Sonneborn, Esq. and John D. Heffling, Esq., Sonneborn, Rutter, Cooney, Viergever, Burt & Lury, P.A. (Counsel for Camelot Community Care, Inc.), bws@sonnebornrutter.com; jdheffling@sonnebornrutter.com, finkelstein@sonnebornrutter.com; and agibel@sonnebornrutter.com; and Robert B. Buchanan, Esq., Siboni & Buchanan, PLLC (Counsel for United for Families), rbuchanan@sbtrial.com; and aperry@sbtrial.com.

/s/ Lisa J. Augspurger

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ATTORNEYS FOR DEFENDANT

HIBISCUS CHILDREN'S CENTER, INC.

EXHIBIT A

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT,
IN AND FOR SAINT LUCIE COUNTY,
FLORIDA

GERALD R. PUMPHREY, as Personal
Representative of the ESTATE OF TRYSTEN
ELI FRANK ADAMS,

CASE NO.: 2016-CA-001406

Plaintiff,

v.

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES, DEVEREUX COMMUNITY
BASED CARE, INC., CAMELOT
COMMUNITY BASED CARE, INC., UNITED FOR
FAMILIES and HIBISCUS CHILDREN'S
CENTER, INC.,

Defendants.

AFFIDAVIT OF PAUL D. SEXTON,
PRESIDENT AND CHIEF EXECUTIVE OFFICER
OF DEFENDANT, HIBISCUS CHILDREN'S CENTER, INC.

1. My name is Paul D. Sexton. I have served as the President, Chief Executive Officer, and Registered Agent of Hibiscus Children's Center, Inc. (hereinafter "HIBISCUS") from on or about September 27, 2015 through the date of this Affidavit. My following statements concern the time period of my employment with HIBISCUS.

2. Since I have been employed by HIBISCUS, I do not work for or have any professional duties or obligations to any of the other named Defendants in the above-stated action.

3. While I have been employed by HIBISCUS, it has remained at all times an entirely separate corporate entity with an entirely separate corporate identity from the other named Defendants.

4. While I have been employed by HIBISCUS, it has had no corporate ties to the other named Defendants. The extent of HIBISCUS' current dealings and relationships with any of the named Defendants is that it has entered into a contractual business arrangement with Devereux Community Based Care, Inc. to provide group homes.

5. While I have been employed by HIBISCUS, it has not at any time utilized or shared any office, office space, or location with any of the other named Defendants.

6. While I have been employed by HIBISCUS, it has not shared a telephone line, fax line, email address, or mailing address with any of the other named Defendants.

7. While I have been employed by HIBISCUS, it has not shared consolidated financial statements or registration statements with any of the other named Defendants.

8. While I have been employed by HIBISCUS, it has not shared the same attorney with any of the other named Defendants.

9. While I have been employed by HIBISCUS, it has never agreed to receive service of process through the same individual, or at the same location as, any of the other named Defendants.

10. While I have been employed by HIBISCUS, it has not had any overlapping officers or directors with any of the other named Defendants.

11. While I have been employed by HIBISCUS, it has not operated under any parent company shared by any of the other named Defendants.


12. While I have been employed by HIBISCUS, it has not set itself out or otherwise purported to have any corporate ties to or share any corporate identity with, any of the other named Defendants.

13. The statements contained in this Affidavit are based on my personal knowledge.

14. The above statements are true and correct to the best of my knowledge.

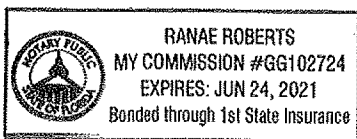
FURTHER AFFIANT SAYETH NAUGHT.

Date: 3-2-2018


Paul D. Sexton, President and CEO of
HIBISCUS Children's Center, Inc.

STATE OF FLORIDA)
COUNTY OF St. Lucie) :ss

BEFORE ME, the undersigned authority, personally appeared Paul D. Sexton on this
2nd day of March, 2018, who is {X} personally known to me or { } produced
_____ as identification, was sworn and says that the foregoing is
true.





Notary Public
Ranae Roberts
Printed Name of Notary
June 24, 2021
My Commission Expires:

EXHIBIT B

EXHIBIT B-1

[Florida Department of State](#)

DIVISION OF CORPORATIONS

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Florida Not For Profit Corporation
HIBISCUS CHILDREN'S CENTER, INC.

Filing Information

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Principal Address

2920 S. 25 Street
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Changed: 04/07/2017

Mailing Address

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Changed: 04/07/2017

Registered Agent Name & Address

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Name Changed: 04/07/2017

Address Changed: 04/07/2017

Officer/Director Detail**Name & Address**

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JENSEN BEACH, FL 34957

Title CEO

Sexton, Paul
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Title Director

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Title Director

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Petry, Fernando
2100 Nebraska Ave., Ste 105
Fort Pierce, FL 34950

Title Director

Taylor, Shawna
593 SE Port St. Lucie Blvd
Port St. Lucie, FL 34984

Title CFO

Canada, Cathy
2920 S. 25th Street
Fort Pierce, FL 34981

Title COO

Beale, Caroline
2920 S. 25th Street
Fort Pierce, FL 34981

Annual Reports

Report Year	Filed Date
2015	01/23/2015
2016	03/03/2016
2017	04/07/2017

Document Images

04/07/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
03/26/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
03/27/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
03/15/2010 -- ANNUAL REPORT	View image in PDF format
10/09/2009 -- Amended and Restated Articles	View image in PDF format
03/20/2009 -- ANNUAL REPORT	View image in PDF format
03/10/2008 -- ANNUAL REPORT	View image in PDF format
03/14/2007 -- ANNUAL REPORT	View image in PDF format
03/24/2006 -- ANNUAL REPORT	View image in PDF format
03/29/2005 -- ANNUAL REPORT	View image in PDF format
03/09/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
05/14/2002 -- ANNUAL REPORT	View image in PDF format
04/26/2001 -- ANNUAL REPORT	View image in PDF format
04/14/2000 -- ANNUAL REPORT	View image in PDF format
03/16/1999 -- ANNUAL REPORT	View image in PDF format
04/20/1998 -- ANNUAL REPORT	View image in PDF format
02/25/1997 -- ANNUAL REPORT	View image in PDF format
02/22/1996 -- ANNUAL REPORT	View image in PDF format
05/23/1995 -- ANNUAL REPORT	View image in PDF format

EXHIBIT B-2

[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Not For Profit Corporation
CAMELOT COMMUNITY CARE, INC.

Filing Information

Document Number	N99000003374
FEI/EIN Number	31-1659302
Date Filed	06/02/1999
Effective Date	06/01/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/15/2000

Principal Address

4910-D CREEKSIDE DR
CLEARWATER, FL 33760

Changed: 04/11/2005

Mailing Address

4910-D CREEKSIDE DR
CLEARWATER, FL 33760

Changed: 04/21/2009

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail**Name & Address**

Title President

DIBRIZZI, MICHAEL
4910-D CREEKSIDE DRIVE
CLEARWATER, FL 33760

Title Chairman, Director

SCHULTZ, RONALD JR.

4910-D CREEKSIDE DRIVE
CLEARWATER, FL 33760

Title VC, Director

Curtis, Tammy
4910-D CREEKSIDE DR
CLEARWATER, FL 33760

Title Director

Mannion, Jennifer
4910-D CREEKSIDE DR
CLEARWATER, FL 33760

Title Director

Hare, Annemarie
4910-D CREEKSIDE DR
CLEARWATER, FL 33760

Annual Reports

Report Year	Filed Date
2015	01/15/2015
2016	01/22/2016
2017	01/18/2017

Document Images

01/18/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
01/15/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
02/25/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format
02/25/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
05/18/2004 -- ANNUAL REPORT	View image in PDF format
02/06/2004 -- ANNUAL REPORT	View image in PDF format
05/01/2003 -- ANNUAL REPORT	View image in PDF format
05/12/2002 -- ANNUAL REPORT	View image in PDF format
06/04/2001 -- ANNUAL REPORT	View image in PDF format
12/15/2000 -- REINSTATEMENT	View image in PDF format
06/02/1999 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT B-3

[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Not For Profit Corporation

UNITED FOR FAMILIES, INC.

Filing Information

Document Number	N99000007189
FEI/EIN Number	59-3616410
Date Filed	12/07/1999
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	10/17/2013
Event Effective Date	11/01/2013

Principal Address

10570 S. FEDERAL HWY
SUITE 300
PORT SAINT LUCIE, FL 34952

Changed: 01/24/2007

Mailing Address

10570 S. FEDERAL HWY
SUITE 300
PORT SAINT LUCIE, FL 34952

Changed: 01/06/2011

Registered Agent Name & Address

CHAD, COLLINS
2335 SW OAK RIDGE ROAD
PALM CITY, FL 34990

Name Changed: 10/11/2013

Address Changed: 10/11/2013

Officer/Director Detail**Name & Address**

Title BP

MCCOY, PAT

3000 NW 10TH TERRACE
OKEECHOBEE, FL 34972

Title SECY

CLARO, FRANK
120 INDIAN RIVER DRIVE
FORT PIERCE, FL 34950

Title VP

CIAMPI, EDWARD
1315 SW MARTIN HIGHWAY
PALM CITY, FL 34990

Title BM

LAWLESS, MARILYN
6692 DICKINSON TERRACE
PORT SAINT LUCIE, FL 34952

Title CEO

COLLINS, CHAD
2335 SW OAK RIDGE ROAD
PALM CITY, FL 34990

Annual Reports

Report Year	Filed Date
2011	01/06/2011
2012	02/09/2012
2013	10/11/2013

Document Images

<u>10/17/2013 -- VOLUNTARY DISSOLUTION</u>	View image in PDF format
<u>10/11/2013 -- REINSTATEMENT</u>	View image in PDF format
<u>02/09/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/23/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/04/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/24/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/06/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/26/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/27/2002 -- Amended and Restated Articles</u>	View image in PDF format
<u>05/28/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/07/2002 -- Name Change</u>	View image in PDF format

04/11/2001 -- Amendment and Name Change	View image in PDF format
03/22/2001 -- ANNUAL REPORT	View image in PDF format
04/12/2000 -- ANNUAL REPORT	View image in PDF format
12/07/1999 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT B-4

[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Not For Profit Corporation

DEVEREUX COMMUNITY BASED CARE, INC.

Filing Information**Document Number** N12000008507**FEI/EIN Number** 46-0908479**Date Filed** 09/05/2012**Effective Date** 09/05/2012**State** FL**Status** ACTIVE**Principal Address**10570 S. Federal Hwy
SUITE 300
Port Saint Lucie, FL 34952

Changed: 02/05/2014

Mailing Address5850 TG LEE BLVD
SUITE 400
ORLANDO, FL 32822**Registered Agent Name & Address**PUTNAM, PHILIP A
5850 TG LEE BLVD
SUITE 400
ORLANDO, FL 32822**Officer/Director Detail****Name & Address**

Title P

MURPHY, STEVEN
5850 TG LEE BLVD STE: 400
ORLANDO, FL 32828

Title VP

Hamilton, Russell
8901 First Tee Road
Port St. Lucie, FL 34986

Title Other

Bellamy, Josie A
1218 SW Abisco Rd
Port St. Lucie, FL 34953

Title Other

Yerdon, Stephen
31 Mark Circle
Holden, MA 01520

Title Other

Dunne, Robert
2012 Renaissance Blvd
King of Prussia, PA 19046

Title Other

Yaw, Leah
444 Devereux Dr
Villanova, PA 19085

Title Other

Clark, Eula
PO Box 3335
Stuart, FL 34995

Title Other

Spurlock, Leslie
5210 Feathercreek Dr.
Fort Pierce, FL 34951

Title other

Keer, Elizabeth
5850 TG Lee Blvd
Ste 470
Orlando, FL 32822

Title Other

Davis, Denny
7777 Hwy. 444 SE
Okeechobee, FL 34972

Title Other

Kroger, Lisa

5850 TG LEE BLVD STE: 400
Orlando, FL 32822

Annual Reports

Report Year	Filed Date
2015	02/23/2015
2016	01/18/2016
2017	01/16/2017

Document Images

01/16/2017 -- ANNUAL REPORT	View image in PDF format
01/18/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
02/05/2014 -- ANNUAL REPORT	View image in PDF format
05/31/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
03/22/2013 -- ANNUAL REPORT	View image in PDF format
09/05/2012 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT C

**IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT,
IN AND FOR SAINT LUCIE COUNTY,
FLORIDA**

**GERALD R. PUMPHREY, as Personal
Representative of the ESTATE OF TRYSTEN
ELI FRANK ADAMS,**

CASE NO.: 2016-CA-001406

Plaintiff,

v.

**FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES, DEVEREUX COMMUNITY
BASED CARE, INC., CAMELOT
COMMUNITY BASED CARE, INC., UNITED FOR
FAMILIES and HIBISCUS CHILDREN'S
CENTER, INC.,**

Defendants.

**DEFENDANT, HIBISCUS CHILDREN'S CENTER, INC.'S, NOTICE OF SERVING
VERIFIED ANSWERS TO PLAINTIFF'S INTERROGATORIES**

COMES NOW, DEFENDANT, HIBISCUS CHILDREN'S CENTER, INC., (hereinafter "Hibiscus"), by and through its undersigned counsel, pursuant to Rule 1.340, Florida Rules of Civil Procedure, gives Notice of Service of its Verified Answers to Plaintiff's Interrogatories filed (duplicatively) on July 27, 2017 and on August 31, 2017, numbering twenty-three (23).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of December, 2017 a true and correct copy of the foregoing, Defendant, Hibiscus Children's Center, Inc., Notice of Service of Verified Answers to Plaintiff's Interrogatories, was electronically filed with the St. Lucie County Clerk of the Courts by being transmitted through the E-Portal filing system and sent by e-mail delivery to: Dante Weston, Esq., Donaldson & Weston, P.A. (Counsel for Plaintiff), dweston@dwinjurylaw.com; akawecki@dwinjurylaw.com; Brett M. Waronick, Esq., Wiederhold, Moses, Kummerlen & Waronicki, P.A. (Co-Counsel for Plaintiff), bwaronicki@wmrfls.com; jbarker@wmrfla.com; Anthony M. Iannacio, Esq., Bush, Graziano,

Rice & Platter, P.A. (Counsel for Devereux Community Based Care, Inc.), eserve@bgrplaw.com; tdomi@bgrplaw.com; Karen M. Nissen, Esq., Vernis & Bowling of Palm Beach, P.A., (Counsel for Florida Department of Children & Families), knissen@florida-law.com; sgonzalez@florida-law.com; Ishand@florida-law.com; and pbfiling@florida-law.com; and, Barbara W. Sonneborn, Esq. and John D. Heffling, Esq., Sonneborn, Rutter, Cooney, Viergever, Burt & Lury, P.A. (Counsel for Camelot Community Care, Inc.), bws@sonnebornrutter.com; jdheffling@sonnebornrutter.com, ysf@sonnebornrutter.com; and agibel@sonnebornrutter.com.

/s/ Lisa J. Augspurger

LISA J. AUGSPURGER, ESQ.

Fla. Bar No.: 892459

DYLAN J. HALL, ESQ.

Fla. Bar No.: 112528

BUSH & AUGSPURGER, P.A.

411 E. Jackson Street

Orlando, FL 32801

(407) 422-5319

(407) 849-1821 – FAX

lja@bushlawgroup.com

djh@bushlawgroup.com

slo@bushlawgroup.com

ATTORNEYS FOR DEFENDANT

HIBISCUS CHILDREN'S CENTER, INC.

ANSWERS TO PLAINTIFF'S INTERROGATORIES TO DEFENDANT,
HIBISCUS CHILDREN'S CENTER, INC.

1. What is the name and address of the person answering these interrogatories, and, if applicable, the person's official position and relationship with the party to whom the interrogatories are directed?

RESPONSE:

Paul D. Sexton
President and CEO
Hibiscus Children's Center
2400 NE Dixie Highway
Jensen Beach, FL 34957

2. Have you ever been convicted of a crime, other than any juvenile adjudication, which under the law under which you were convicted was punishable by death or imprisonment in excess of 1 year, or that involved dishonesty or a false statement regardless of the punishment? If so, state as to each conviction, the specific crime and place of conviction.

RESPONSE:

No.

3. Describe any and all policies of insurance which you contend cover or may cover you for the allegations set forth in plaintiff's complaint, detailing as to such policies the name of the insurer, the number of the policy, the effective dates of the policy, the available limits of liability, and the name and address of the custodian of the policy.

RESPONSE:

Policy: Commercial General Liability
Insurer: Alliance of Nonprofits Risk Retention Group
Policy No.: 2014-33486
Effective: 7/1/14 to 7/1/15
Limit: \$1,000,000
Custodian: Paul D. Sexton
President and CEO
Hibiscus Children's Center
2400 NE Dixie Highway
Jensen Beach, FL 34957

Policy: Commercial Umbrella
Insurer: Alliance of Nonprofits Risk Retention Group
Policy No.: 2014-33486-UMB
Effective: 7/1/14 to 7/1/15
Limit: \$2,000,000
Custodian: Paul D. Sexton
President and CEO
Hibiscus Children's Center
2400 NE Dixie Highway
Jensen Beach, FL 34957

4. Describe in detail how the incident described in the complaint happened, including all actions taken by you to prevent the incident.

RESPONSE:

Objection. This interrogatory seeks to invade the attorney-client and work-product privileges.

Without waiving said objection, Hibiscus is without knowledge as to the information sought in this interrogatory, as none of its employees ever came into contact with Trysten Adams.

5. Describe in detail each any act or omission on the part of any party to this lawsuit that contributed to the incident complained of.

RESPONSE:

Objection. This interrogatory is overly broad, unduly burdensome, and oppressive. Further, this interrogatory seeks to invade the attorney-client and work-product privileges.

Without waiving said objection, Hibiscus is without knowledge as to the information sought in this interrogatory, as none of its employees ever came into contact with Trysten Adams.

6. State the facts upon which you rely for each affirmative defense in your answer.

RESPONSE:

Each of the affirmative defenses set-forth in Hibiscus' Answer and Affirmative Defenses to Plaintiff's Fifth Amended Complaint filed on or about July 12, 2017 are detailed and self-explanatory.

The contract between "Devereux Community Based Care of Okeechobee and the Treasure Coast [a/k/a Devereux Community Based Care or Devereux CBC] and Hibiscus Children's Center, Inc., ended on or about October 31, 2013.

7. Do you contend any person or entity other than you is, or may be, liable in whole or party for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

RESPONSE:

Objection. This interrogatory seeks to invade the attorney-client and work-product privileges.

Without waiving said objection, Hibiscus is without knowledge as to how the incident described in the complaint happened, as none of its employees ever came into contact with Trysten Adams.

As set-out in Hibiscus' Ninth Affirmative Defense, it would appear that Michael Beer was solely responsible for Trysten Adams' death.

8. List the names and addresses of all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit; and specify the subject matter about which the witness has knowledge.

RESPONSE:

Objection. This interrogatory is overly broad, unduly burdensome, and oppressive.

Further, this interrogatory seeks to invade the attorney-client and work-product privileges.

In addition, this interrogatory seeks information already within the knowledge of Plaintiff, namely, the responsive information received from the other parties to this action.

Without waiving said objection, Hibiscus is without knowledge as to how the incident described in the complaint happened, as none of its employees ever came into contact with Trysten Adams.

9. Have you heard or do you know about any statement or remark made by or on behalf of any party to this lawsuit, other than yourself, concerning any issue in this lawsuit? If so, state the name and address of each person who made the statement or statements, the name and address of each person who heard it, and the date, time, place, and substance of each statement.

RESPONSE:

No.

10. State the name and address of every person known to you, your agents, or your attorneys who has knowledge about, or possession, custody, or control of, any model, plat, map, drawing, motion picture, video tape, or photograph pertaining to any fact or issue involved in this controversy; and describe as to each, what item such person has, the name and address of the person who took or prepared it, and the date it was taken or prepared.

RESPONSE:

At the completion of the contract between "Devereux Community Based Care of Okeechobee and the Treasure Coast [a/k/a Devereux Community Based Care or Devereux CBC] and Hibiscus Children's Center, Inc., on or about October 31, 2013, all documents pertaining to Michael Beer and/or Michelle Beer, specifically the "Beer Foster Care Licensing File" were provided to Devereux CBC and/or Camelot Community Care, Inc. Copies of same were not kept by Hibiscus.

The documents responsive to this request, which may previously have been in the possession of Hibiscus, appear to be those documents provided by Devereux CBC to Plaintiff pursuant to "Devereux Community Based Care, Inc.'s Responses to Plaintiff's Request to Produce" filed on 9/29/16, specifically documents bates numbered: BEER LICENSING _00001 through BEER LICENSING _00542.

11. Please state the name(s), address, and employers of all individuals responsible for the approval of Michael and Michelle Beer as foster parents.

RESPONSE:

Hibiscus is without knowledge as to the specific information sought in this interrogatory as it is vague as to what time-frame is being requested as to "approval of Michael and Michelle Beer as foster parents". Two (2) foster care [annual] licenses were issued to Michael and Michelle Beer.

At the completion of the contract between "Devereux Community Based Care of Okeechobee and the Treasure Coast [a/k/a Devereux Community Based Care or Devereux CBC] and Hibiscus Children's Center, Inc., on or about October 31, 2013, all documents pertaining to Michael Beer and/or Michelle Beer, specifically the "Beer Foster Care Licensing File" were provided to Devereux CBC and/or Camelot Community Care, Inc. Copies of same were not kept by Hibiscus.

The documents which may contain the information responsive to this request, which may previously have been in the possession of Hibiscus, appear to be those documents provided by Devereux CBC to Plaintiff pursuant to "Devereux Community Based Care, Inc.'s Responses to Plaintiff's Request to Produce" filed on 9/29/16, specifically documents bates numbered: BEER LICENSING _00001 through BEER LICENSING _00542.

12. Please state the name(s), address, and employers of all individuals responsible for the relicensing of Michael and Michelle Beer as foster parents.

RESPONSE:

Hibiscus is without knowledge as to the specific information sought in this interrogatory as it is vague as to what time-frame is being requested as to "approval of Michael and Michelle Beer as foster parents". Two (2) foster care [annual] licenses were issued to Michael and Michelle Beer.

At the completion of the contract between "Devereux Community Based Care of Okeechobee and the Treasure Coast [a/k/a Devereux Community Based Care or Devereux CBC] and Hibiscus Children's Center, Inc., on or about October 31, 2013, all documents pertaining to Michael Beer and/or Michelle Beer, specifically the "Beer Foster Care Licensing File" were provided to Devereux CBC and/or Camelot Community Care, Inc. Copies of same were not kept by Hibiscus.

The documents which may contain the information responsive to this request, which may previously have been in the possession of Hibiscus, appear to be those documents provided by Devereux CBC to Plaintiff pursuant to "Devereux Community Based Care, Inc.'s Responses to Plaintiff's Request to Produce" filed on 9/29/16, specifically documents bates numbered: BEER LICENSING _00001 through BEER LICENSING _00542.

13. Please state the name(s), address, and employers of all individuals responsible for any training of Michael and Michelle Beer.

RESPONSE:

Hibiscus provided the MAPP training to Michael and Michelle Beer.

At the completion of the contract between "Devereux Community Based Care of Okeechobee and the Treasure Coast [a/k/a Devereux Community Based Care or Devereux CBC] and Hibiscus Children's Center, Inc., on or about October 31, 2013, all documents pertaining to Michael Beer and/or Michelle Beer, specifically the "Beer Foster Care Licensing File" were provided to Devereux CBC and/or Camelot Community Care, Inc. Copies of same were not kept by Hibiscus.

The documents which may contain the information responsive to this request, which may previously have been in the possession of Hibiscus, appear to be those documents provided by Devereux CBC to Plaintiff pursuant to "Devereux Community Based Care, Inc.'s Responses to Plaintiff's Request to Produce" filed on 9/29/16, specifically documents bates numbered: BEER LICENSING _00001 through BEER LICENSING _00542.

14. Please state the name(s), address, and employers of all individuals responsible for the placement of Trysten Adams in the custody and/or care of Michael and Michelle Beer.

RESPONSE:

Hibiscus is without knowledge as to the information sought in this interrogatory.

15. Please state the name(s), address, and employers of all individuals responsible for the supervisions and/or monitoring of Trysten Adams' placement with Michael and Michelle Beer.

RESPONSE:

Hibiscus is without knowledge as to the information sought in this interrogatory.

16. Do you intend to call any expert witnesses at the trial of this case? If so, state as to each such witness the name and business address of the witness, the witness's qualifications as an expert, the subject matter upon which the witness is expected to testify, the substance of the facts and opinions to which the witness is expected to testify, and a summary of the grounds for each opinion.

RESPONSE:

Discovery in this case is ongoing. Hibiscus has not yet decided on its prospective use of any prospective expert witnesses in the trial of this case. Hibiscus reserves its right to amend this response as discovery continues.

17. Have you made an agreement with anyone that would limit that party's liability to anyone for any of the damages sued upon in this case? If so, state the terms of the agreement and the parties to it.

RESPONSE:

No.

18. Please state if you have ever been a party, either plaintiff or defendant, in a lawsuit other than the present matter, and, if so, state whether you were plaintiff or defendant, the nature of the action, and the date and court in which such suit was filed.

RESPONSE:

Objection. This interrogatory seeks publicly available information readily and equally obtainable by Plaintiff.

19. Have the following companies or agencies had prior lawsuits which alleged that a child was improperly or negligently placed? If yes please provide the case name, case number and jurisdiction.

- a. Florida Department of Children and Families
- b. Devereux Community Based Care, Inc.
- c. Camelot Community Care, Inc.
- d. United for Families
- e. Hibiscus Children's Center, Inc.

RESPONSE:

Objection as to all subparts. This interrogatory seeks publicly available information readily and equally obtainable by Plaintiff.

Without waiving said objection, Hibiscus is without knowledge as to the information sought in this interrogatory pertaining to Florida Department of Children and Families, Devereux Community Based Care, Inc., Camelot Community Care, Inc., and United for Families.

20. List the date(s) and time(s) of any and all communication regarding this lawsuit that occurred prior to September 26, 2016 between Hibiscus Children's Center, Inc., its agents or employees, and each of the following parties. For each communication listed, please describe the form of such communication (phone call, email, letter, etc.) and list the name(s), address(es), and employers(s) of all persons involved in said communications(s).

- a. Florida Department of Children and Families
- b. Devereux Community Based Care, Inc.
- c. Camelot Community Care, Inc.
- d. United for Families

RESPONSE:

Objection as to all subparts.

This interrogatory is overly broad, unduly burdensome, and oppressive.

This interrogatory seeks to invade the attorney-client and work-product privileges.

Notwithstanding said objection, no communications are known to have occurred in response to subparts: a, b, c, or d.

21. Please list the date when you first became aware that this lawsuit had been filed and describe the circumstances under which you first learned of this lawsuit.

RESPONSE:

Objection. This interrogatory seeks to invade the attorney-client and work-product privileges.

Notwithstanding said objection, Defendant Hibiscus was not aware of this litigation until it was served with a Summons and the Fourth Amended Complaint, on or about 3-27-2017.

22. Were you notified of the claim that gave rise to this lawsuit prior to September 26, 2016? If so, please list the date when you first became aware of the claim that gave rise to this lawsuit and describe the circumstances under which you first learned of same.

RESPONSE:

Objection. This interrogatory seeks to invade the attorney-client and work-product privileges.

Notwithstanding said objection, no.

23. Were you aware of this lawsuit prior to September 26, 2016?

RESPONSE:

Objection. This interrogatory seeks to invade the attorney-client and work-product privileges.

Notwithstanding said objection, no.

VERIFICATION

I HEARBY affirm that the answers to the above and foregoing Interrogatories are true and correct to the best of my knowledge and belief.

HIBISCUS CHILDREN'S CENTER, INC.

By

Printed Name: Paul D. Sexton

Title: President and CEO

[illegible]

THE FOREGOING instrument was acknowledged before me this 6th day of December, 2017, by Paul D. Sexton, who is an authorized representative of HIBISCUS CHILDREN'S CENTER, INC., and who is ✓ personally known to me or _____ who has produced identification in the form of _____.

NOTARY PUBLIC

Printed Name: Sheryl Lee Davis

Commission Expires: July 6, 2018

